SERFF Tracking Number:
 BSTN-125694183
 State:
 Arkansas

 Filing Company:
 Boston Mutual Life Ins Co
 State Tracking Number:
 39348

Company Tracking Number: IND-08-002

TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate

Premium

Product Name: Individual Endowment at Age 121

Project Name/Number: GA Endowment at Age 121 Policy/IND-08-002

# Filing at a Glance

Company: Boston Mutual Life Ins Co

Product Name: Individual Endowment at Age SERFF Tr Num: BSTN-125694183 State: ArkansasLH

121

TOI: L02I Individual Life - Endowment SERFF Status: Closed State Tr Num: 39348

Sub-TOI: L02I.001 Single Life - Co Tr Num: IND-08-002 State Status: Approved-Closed

Fixed/Indeterminate Premium

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Peggy Schwartz, Karen

Thurston

Date Submitted: 06/19/2008 Disposition Status: Approved

Disposition Date: 06/20/2008

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

# **General Information**

Project Name: GA Endowment at Age 121 Policy Status of Filing in Domicile: Pending

Project Number: IND-08-002 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Filed concurrently

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 06/20/2008

State Status Changed: 06/20/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Enclosed for your approval is policy form E-121 (3/08). This policy is a new form and does not replace any existing forms. The policy is an individual life endowment at age 121 product. It will be issued as fully underwritten using previously approved application NB1 6/06 (in the general market) or NB1 SD 3/06 (in the salary deduction/federal market). Approval dates for these forms are included in this filing.

 SERFF Tracking Number:
 BSTN-125694183
 State:
 Arkansas

 Filing Company:
 Boston Mutual Life Ins Co
 State Tracking Number:
 39348

Company Tracking Number: IND-08-002

TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate

Premium

Product Name: Individual Endowment at Age 121

Project Name/Number: GA Endowment at Age 121 Policy/IND-08-002

The policy provides individual ordinary life coverage that matures (endows) at age 121. Both the benefit and the premium remain level for the life of the policy (unless the owner requests a change at a later date). This product is fully underwritten. This is a non-illustrated, non-participating policy. Issues ages are 0 to age 80. Minimum issue amount is \$2,500. It will be marketed through licensed agents and brokers in the general individual life insurance market.

The form does not contain any unusual or controversial items from normal company standards and is in compliance with the laws and regulations of your state. It is written in readable language that meets your minimum Flesch score requirements. A certification of readability is enclosed in this filing.

These forms have been filed concurrently in our state of domicile, Massachusetts.

# **Company and Contact**

# **Filing Contact Information**

Karen Thurston, Legal/Compliance Analyst karen\_thurston@bostonmutual.com

Compliance Dept (781) 770-0430 [Phone]
Canton, MA 02021 (781) 770-0490[FAX]

**Filing Company Information** 

Boston Mutual Life Ins Co CoCode: 61476 State of Domicile: Massachusetts

120 Royall Street Group Code: 581 Company Type:
Canton, MA 02021 Group Name: State ID Number:

(781) 770-0423 ext. [Phone] FEIN Number: 04-1106240

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$75.00
Retaliatory? Yes

Fee Explanation: \$75.00 retaliatory fee to file one form.

Per Company: No

SERFF Tracking Number: BSTN-125694183 State: Arkansas

Filing Company: Boston Mutual Life Ins Co State Tracking Number: 39348

Company Tracking Number: IND-08-002

TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate

Premium

Product Name: Individual Endowment at Age 121

Project Name/Number: GA Endowment at Age 121 Policy/IND-08-002

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Boston Mutual Life Ins Co \$75.00 06/19/2008 20988601

Company Tracking Number: IND-08-002

TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate

Premium

Product Name: Individual Endowment at Age 121

Project Name/Number: GA Endowment at Age 121 Policy/IND-08-002

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	06/20/2008	06/20/2008

Company Tracking Number: IND-08-002

TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate

Premium

Product Name: Individual Endowment at Age 121

Project Name/Number: GA Endowment at Age 121 Policy/IND-08-002

# **Disposition**

Disposition Date: 06/20/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: IND-08-002

TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate

Premium

Product Name: Individual Endowment at Age 121

Project Name/Number: GA Endowment at Age 121 Policy/IND-08-002

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Flesch Score		Yes
Supporting Document	Policy Summary		Yes
Supporting Document	Policy Cost and Benefit Summary		Yes
Supporting Document	Cover Letter		Yes
Form	Individual Endowment at Age 121 Policy	,	Yes

Company Tracking Number: IND-08-002

TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate

Premium

Product Name: Individual Endowment at Age 121

Project Name/Number: GA Endowment at Age 121 Policy/IND-08-002

# Form Schedule

Lead Form Number: E-121(3/08)

Review	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Status	Number			Data		
	E-121	Policy/Cont Individual	Initial		67	E-121 3 08
	(3/08)	ract/Fratern Endowment at Age				policyAR.pdf
		al 121 Policy				
		Certificate				

120 Royall Street, Canton, Massachusetts 02021

# **ENDOWMENT AT AGE 121 LIFE INSURANCE POLICY**

#### Please read your policy carefully

# **Promises Rights Benefits**

We promise to pay the Sum Payable when the Insured dies in accordance with the provisions of the policy. We will pay this amount to the Beneficiary. We will need to receive Proof that the Insured died while your policy was in force. You also have other rights and benefits under your policy. All promises, rights and benefits are subject to the terms of your policy.

# Thirty Day Right to Examine

We want you to be pleased with this policy. If, for any reason, you are not pleased, you may return it to us or to the agent from whom you bought it. You must return the policy within 30 days after you have received it. We will cancel it and return any premium you have paid.

walter J. Hordin

Signed for the Company

President Secretary

• Premiums Payable as Shown on Page PS

Non-participating

ENDOWMENT AT AGE 121 LIFE INSURANCE POLICY

INSURED JOHN DOE 690723 POLICY NUMBER

DATE OF ISSUE NOV 1, 2007 \$50,000 SUM INSURED

ISSUE AGE 35 M NOV 1, 2070 MATURITY DATE

WE WILL PAY THE SUM PAYABLE AT THE MATURITY DATE OR THE DEATH OF THE INSURED, IF EARLIER.

E-121 (3/08) E101AA

# **POLICY GUIDE**

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#### POLICY SPECIFICATION PAGE

BENEFICIARY - AS DESIGNATED IN THE APPLICATION SUBJECT TO THE PROVISIONS OF THE POLICY.

THIS POLICY IS A STANDARD NON-TOBACCO PREMIUM CLASS.

\*\*\* THE PREMIUMS ARE DUE TWELVE TIMES A YEAR STARTING FROM THE DATE OF ISSUE

SCHEDULE OF BENEFITS SCHEDULE OF PREMIUMS

PAYABLE TO POLICY

BENEFIT AMOUNT ANNIVERSARY IN

2070 BASIC POLICY BENEFITS \$568.00 \$60.00 POLICY FEE 2070

TOTAL ANNUAL PREMIUM (AT ISSUE) \$628.00

PREMIUMS IF PAID:

ONCE

TWICE FOUR TIMES MONTHLY
A YEAR A YEAR SPECIAL BILL A YEAR

\$163.28 \$323.42 \$628.00 \$54.95 Per Year \$628.00 \$646.84 \$653.12 \$659.40

\*

ENDOWMENT AT AGE 121 LIFE INSURANCE POLICY

\*

JOHN DOE 690723 INSURED: POLICY NUMBER

DATE OF ISSUE November 1, 2007 \$50,000 SUM INSURED

November 1, 2070 MATURITY DATE ISSUE AGE 35M

WE WILL PAY THE SUM PAYABLE AT THE MATURITY DATE OR AT THE DATE OF DEATH OF THE INSURED, IF EARLIER.

PAGE PS

#### GUARANTEED TABLE OF VALUES

END OF POLICY YEAR	GUARANTEED CASH VALUE	AMOUNT OF PAID-UP INSURANCE		00 FENDED ANCE F		
			YEARS	&	DAYS	
1	\$0.00	\$0.00	0	&	0	
2	\$0.00	\$0.00	0	&	0	
3	\$154.50	\$959.46		2	&	181
4	\$569.00	\$3,386.77	7	&	279	
5	\$1,001.00	\$5,710.96	11	&	286	
6	\$1,451.00	\$7,935.55	14	&	321	
7	\$1,918.00	\$10,057.06	17	&	29	
8	\$2,402.50	\$12,081.28	18	&	296	
9	\$2,903.50	\$14,006.39	20	&	33	
10	\$3,421.50	\$15,839.04	21	&	18	
11	\$3,956.00	\$17,581.29	21	&	294	
12	\$4,508.50	\$19,241.60	22	&	154	
13	\$5,079.00	\$20,822.73	22	&	336	
14	\$5,674.00	\$22,345.10	23	&	107	
15	\$6,293.00	\$23,805.64	23	&	200	
16	\$6,935.50	\$25,205.33	23	&	258	
17	\$7,600.50	\$26,542.13	23	&	289	
18	\$8,286.00	\$27,815.30	23	&	295	
19	\$8,992.00	\$29,027.16	23	&	280	
20	\$11,274.00	\$28,598.92	23	&	338	
AGE 60	\$15,411.50	\$33,580.99		22	&	204
AGE 65	\$19,840.00	\$37,561.00		20	&	217

Cash Value Interest Rate:

Calculations of cash values for durations 1-19 use an interest rate of 5.00% throughout.

Calculations of cash values for durations 20 or greater use an interest rate of 4.00% throughout.

THE ABOVE VALUES ARE DETERMINED ACCORDING TO THE POLICY VALUES SECTION. CASH, PAID UP AND EXTENDED TERM VALUES ARE BASED ON THE COMMISSIONERS 2001 STANDARD ORDINARY MORTALITY TABLE, [MALE OR FEMALE], AGE NEAREST BIRTHDAY, [NONSMOKER OR SMOKER]. WE WILL FURNISH ANY VALUES NOT SHOWN ABOVE UPON REQUEST. THE METHOD OF COMPUTATION OF POLICY VALUES HAS BEEN FILED WITH THE INSURANCE SUPERVISORY OFFICIAL IN THE STATE WHERE THE POLICY IS DELIVERED. NONE OF THE ABOVE FIGURES INCLUDE POLICY LOANS.

INSURED NAME - JOHN DOE POLICY NUMBER - 690723 ISSUE AGE - 35

#### **DEFINITIONS**

#### You, Your

The owner of this policy. The owner is the person named in the application.

#### We, Us, Our

Boston Mutual Life Insurance Company. Our home office address is 120 Royall Street, Canton, Massachusetts, 02021.

#### Age

The issue Age shown on Page PS. This is the Age, nearest birthday, of the Insured on the Date of Issue. After that, Age means the Insured's Age on the Date of Issue plus the number of years, including parts of a year, that have passed since that date.

#### Any Amount You Owe Us

Any indebtedness to us for which your policy is the sole security plus any interest due or accrued on such loans.

## Assignment

The legal transfer of the owner's rights under your policy from one person to another.

#### Beneficiary

The person you choose to receive the Sum Payable.

#### **Date Of Issue**

The date shown on Page PS. This is the date your policy was issued.

#### **Insured**

The person whose name is shown on Page PS. This is the person whose life is covered by your policy.

#### **Maturity Date**

The date We will pay the Sum Payable if the Insured is alive on that date.

#### **Payment Plan**

The Payment Plans are once a year, twice a year, four times a year or twelve times a year. The Payment Plan is chosen in the application for your policy.

#### **Policy Years**

The first Policy Year starts on the Date of Issue. Future Policy Years start on the same date in each year after that.

#### Proof

Due Proof, satisfactory to us, given in writing at our home office.

#### **Sum Insured**

The amount shown on Page PS. This amount is adjusted by policy loans, and premiums, if any, to become the Sum Payable.

## **Sum Payable**

The amount We pay under Your policy if the Insured is alive on the Maturity date or when the Insured dies, if earlier.

#### **Tell Us In Writing**

This means to write to us on a form satisfactory to us. This form will be recorded at our home office.

E-121 (3/08) -3-

#### **SUM PAYABLE**

## **Sum Payable**

The Sum Payable When The Insured Dies

When the Insured dies we will pay an amount equal to:

- •the Sum Insured of your policy then in force; plus
- •the part of any premiums which were paid for a period beyond the end of the policy month in which the Insured died. (This will not apply if premiums were being waived on the date the Insured died.); less
- •Any Amount You Owe Us; less
- •any premium due and unpaid for the policy month in which the Insured died.

This amount shall be called the Sum Payable. If we do not pay the Sum Payable within 30 days after receipt of due proof of death and of the interest of the claimant, we will pay 8% interest from the date of the Insured's death until the date of payment.

The Sum Payable if The Insured Lives

If the Insured is alive on the Maturity Date, we will pay an amount equal to:

- the Sum Insured of your policy then in force; less
- Any Amount You Owe Us.

This amount shall be called the Sum Payable.

#### **Payment Of Sum Payable**

The Sum Payable May Be Taken All At Once Or Under A Payment Option

As of the payment option date, the Sum Payable may be:

- taken all at once; or
- if at least \$2,000, left with us under any one or more of the payment options.

The payment option date is the earlier of:

- the date of the Insured's death; or
- the Maturity date shown on the Policy Schedule page.

## **PAYMENT OPTIONS**

## **Payment Options**

Ways To Receive The Sum Payable Under A Payment Option

The payment options are:

- 1. interest income;
- 2. income for fixed number of years;
- 3. life income with a fixed number of years guaranteed; or
- 4. income of a fixed amount.

The person who will receive the Sum Payable under a payment option will be called the payee.

# **Choice Of Payment Options**

Who Can Choose A Payment Option

You may choose or change a payment option at any time on or before the payment option date. If, when the Insured dies, you have not made a choice, the Beneficiary may then choose a payment option.

To make a choice or change, Tell Us In Writing. It will take effect when we record it.

# **Option 1 Interest Income**

The Payee Receives Interest Income

The payee leaves the Sum Payable with us. We will pay:

- interest on the amount left with us at a rate of at least 2.5% a year;
- the interest once a year;
- the first payment one year after the payment option date.

#### The payee:

- chooses the number of years, up to 15, to receive interest income;
- may withdraw all or part of the Sum Payable at any time;
- may not withdraw less than \$100 at any one time;
- may not withdraw any amount if less than \$1,000 will be left with us. In this case, the payee must withdraw the full amount.

# **Option 2 Income For A Fixed Number Of Years**

The Payee Receives Sum Payable As Monthly Income For A Fixed Number Of Years The payee:

- leaves the Sum Payable with us;
- chooses the number of years, up to 30, to receive monthly income.

#### We will pay:

- an income once a month for the number of years chosen;
- The first payment as of the payment option date.

The amount of each payment is shown in the table below.

# Monthly Payment for Each \$1,000 of Sum Payable

Fixed Number of Years	Payment	Fixed Number of Years	Payment	Fixed Number of Years	Payment
1	\$84.28	11	\$8.64	21	\$5.08
2	42.66	12	8.02	22	4.90
3	28.79	13	7.49	23	4.74
4	21.86	14	7.03	24	4.60
5	17.70	15	6.64	25	4.46
6	14.93	16	6.30	26	4.34
7	12.95	17	6.00	27	4.22
8	11.47	18	5.73	28	4.12
9	10.32	19	5.49	29	4.02
10	9.39	20	5.27	30	3.93

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# Option 3 Life Income With A Fixed Number Of Years Guaranteed

The Payee Receives Sum Payable As Monthly Income For Life-Payments Guaranteed For 10 To 20 Years The payee:

We will pay an income once a month for as long as the payee lives. Payments are guaranteed for at least the number of years chosen even if the payee dies before then. The first payment starts as of the payment option date. The amount of each payment will depend on the payee's sex and Age, nearest birthday, as of the payment option date. We will need Proof of the payee's Age before payments start.

The amount of each payment is shown in the table below.

Monthly Payment For Each \$1,000 of Sum Payable

MALE: Income According to Age Nearest Birthday and Guarantee Period

Age of	10	20	Age of	10	20	Age of	10	20
Payee	Years	Years	Payee	Years	Years	Payee	Years	Years
20	\$2.67	\$2.67	63	\$4.95	\$4.50	82	\$8.03	\$5.25
25	\$2.77	\$2.76	64	\$5.08	\$4.56	83	\$8.18	\$5.25
30	\$2.89	\$2.89	65	\$5.21	\$4.63	84	\$8.32	\$5.26
35	\$3.05	\$3.03	66	\$5.35	\$4.69	85	\$8.46	\$5.27
40	\$3.24	\$3.21	67	\$5.50	\$4.75	86	\$8.58	\$5.27
45	\$3.47	\$3.42	68	\$5.65	\$4.81	87	\$8.69	\$5.27
50	\$3.76	\$3.67	69	\$5.80	\$4.87	88	\$8.80	\$5.27
51	\$3.83	\$3.73	70	\$5.97	\$4.92	89	\$8.89	\$5.27
52	\$3.90	\$3.79	71	\$6.13	\$4.97	90	\$8.98	\$5.27
53	\$3.97	\$3.84	72	\$6.30	\$5.01	91	\$9.05	\$5.27
54	\$4.05	\$3.90	73	\$6.47	\$5.05	92	\$9.12	\$5.27
55	\$4.13	\$3.97	74	\$6.65	\$5.09	93	\$9.18	\$5.27
56	\$4.22	\$4.03	75	\$6.82	\$5.12	94	\$9.23	\$5.27
57	\$4.31	\$4.10	76	\$7.00	\$5.15	95	\$9.27	\$5.27
58	\$4.40	\$4.16	77	\$7.18	\$5.17	96	\$9.31	\$5.27
59	\$4.50	\$4.23	78	\$7.36	\$5.19	97	\$9.34	\$5.27
60	\$4.61	\$4.30	79	\$7.53	\$5.21	98	\$9.36	\$5.27
61	\$4.72	\$4.36	80	\$7.70	\$5.22	99	\$9.37	\$5.27
62	\$4.83	\$4.43	81	\$7.87	\$5.24			

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<sup>•</sup>leaves the Sum Payable with us;

<sup>•</sup>chooses the number of years, 10 or 20, that payments are guaranteed.

# **Option 3 Life Income With A Fixed Number Of Years Guaranteed (Continued)**

FEMALE: Income According to Age Nearest Birthday and Guarantee Period

Age of	10	20	Age of	10	20	Age of	10	20
Payee	Years	Years	Payee	Years	Years	Payee	Years	Years
20	\$2.59	\$2.59	63	\$4.57	\$4.31	82	\$7.81	\$5.24
25	\$2.68	\$2.68	64	\$4.68	\$4.38	83	\$7.99	\$5.25
30	\$2.79	\$2.78	65	\$4.81	\$4.45	84	\$8.16	\$5.26
35	\$2.92	\$2.91	66	\$4.93	\$4.53	85	\$8.32	\$5.26
40	\$3.08	\$3.06	67	\$5.07	\$4.60	86	\$8.47	\$5.27
45	\$3.28	\$3.25	68	\$5.21	\$4.67	87	\$8.60	\$5.27
50	\$3.53	\$3.48	69	\$5.36	\$4.74	88	\$8.72	\$5.27
51	\$3.59	\$3.53	70	\$5.51	\$4.80	89	\$8.83	\$5.27
52	\$3.65	\$3.59	71	\$5.68	\$4.87	90	\$8.92	\$5.27
53	\$3.71	\$3.64	72	\$5.85	\$4.92	91	\$9.01	\$5.27
54	\$3.78	\$3.70	73	\$6.03	\$4.98	92	\$9.08	\$5.27
55	\$3.85	\$3.76	74	\$6.22	\$5.02	93	\$9.14	\$5.27
56	\$3.92	\$3.82	75	\$6.41	\$5.07	94	\$9.20	\$5.27
57	\$4.00	\$3.89	76	\$6.61	\$5.10	95	\$9.25	\$5.27
58	\$4.08	\$3.95	77	\$6.81	\$5.14	96	\$9.29	\$5.27
59	\$4.17	\$4.02	78	\$7.01	\$5.16	97	\$9.32	\$5.27
60	\$4.26	\$4.09	79	\$7.22	\$5.19	98	\$9.35	\$5.27
61	\$4.36	\$4.16	80	\$7.42	\$5.21	99	\$9.37	\$5.27
62	\$4.46	\$4.23	81	\$7.62	\$5.22			

RATES ARE BASED ON THE ANNUITY 2000 MORTALITY TABLE AT 2.50%

# **Option 4 Income Of A Fixed Amount**

The Payee Receives Sum Payable As Monthly Income Of A Fixed Amount

The payee:

•chooses, subject to our consent, an amount of monthly income that he or she will receive. Payments must be at least \$5.00 for each \$1,000 of Sum Payable.

The first payment starts as of the payment option date. We will credit interest on the balance of the Sum Payable left with us. This interest will be at a rate of at least 2.5% a year, compounded once a year. Payments will last until the Sum Payable, plus interest, runs out.

## **Other Options**

Other Payment Options May Be Arranged

You may arrange other payment options by agreement with us.

# **Payment Option Contract**

The Payee Receives A New Contract For The Payment Option Chosen

The payee shall turn in this policy to us when he or she chooses a payment option. We will give the payee a new contract for the payment option chosen.

<sup>•</sup>leaves the Sum Payable with us;

# **Payment Option Limits**

Some Limits Apply To The Payment Options Available

Our consent is needed to choose an option if:

- the payee is not a human being; or
- your policy is assigned to anyone other than to us.

No option may be chosen if there is less than \$1,000 of Sum Payable. The smallest payment we will make under an option is \$30.00.

In order to increase the payment to \$30.00, we may change the frequency of payments to:

- four times a year;
- twice a year; or
- once a year.

The payment contract, or any payments under it may not be assigned or transferred by the payee.

# **Death Of Payee**

What Payee's Estate Receives When The Payee Dies

When the payee dies we will pay, in one sum, to the payee's estate:

- the balance of the Sum Payable still with us under options 1 and 4;
- the commuted value of any payments not yet made during the fixed period under options 2 and 3. This value is based on interest at a rate of 2.5% a year, compounded once a year.

#### **Creditor's Claims**

Amounts Payable Under Your Policy Not Subject To The Claims Of The Payee's Creditors

To the extent allowed by law, the amount held and the payments made by us shall not be subject to the claims of the payee's creditors.

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#### **PREMIUMS**

#### **Premiums**

How You May Pay Premiums

The first premium is due on the Date of Issue. You must pay it while the Insured is alive and while the Insured's health remains as stated in the application before Your policy will take effect. Future premiums are due on the premium due dates. All premiums are payable in advance:

- at Our home office; or
- to one of Our authorized agents. Upon request, the agent will give You a receipt signed by Our President or Secretary and countersigned by the agent.

## **Premium Due Dates**

The Dates Your Premiums Are Due

The premium due dates for the Payment Plan You choose are:

- once a year the first day of each Policy Year;
- twice a year the first day of each Policy Year and six months after that;
- four times a year the first day of each Policy Year and every three months after that; or
- twelve times a year the first day of each Policy Year and every month after that.

#### **Grace Period**

If You Have Not Paid Your Premiums On Time

After You have paid the first premium, We will allow You a grace period of 31 days from the premium due date to pay each premium. Your policy will stay in force during the grace period. If You do not pay a premium by the last day of the grace period, Your policy will lapse. It will lapse as of the premium due date for the unpaid premium except as provided in the Policy Loans and Policy Values sections.

# **Change Of Payment Plan**

You May Change The Payment Plan

If We agree, You may change the Payment Plan. To request a change Tell Us In Writing before the end of the Grace Period. The premium for any Payment Plan will be based on our rates in effect on the Date of Issue.

#### **Premium Refund At Death**

Excess Premium Paid Will Become Part Of The Sum Payable

The part of any premium paid which applies to the period beyond the policy month in which the Insured died will be returned. This amount will become part of the Sum Payable. There will be no premium refund at death if premiums were being waived under Your policy when the Insured died.

#### Reinstatement

You May Be Able To Save Your Policy After It Has Lapsed

You may reinstate your lapsed policy within 5 years from the premium due date of the first unpaid premium as long as:

- your policy has not been cashed in;
- the period of extended term insurance has not expired;
- the Insured gives evidence of insurability satisfactory to Us;
- You pay all past due premiums with interest at 6% a year, compounded once a year;
- You pay or reinstate the full Amount You Owe Us with interest at 6% a year, compounded once a year; and
- You reinstate Your policy within 5 years from the premium due date of the first unpaid premium.

The reinstated policy, and/or any riders, will not be contestable after having been in force during the Insured's lifetime for two years from the date of the reinstatement application, except for non-payment of premium. If the policy and/or any riders have been in force for at least two years during the lifetime of the Insured, they will be contestable only as to the statements made in the reinstatement application.

Suicide, while sane or insane, within two years from the date of the reinstatement application, will limit the benefit payable under this policy to the total premiums paid.

E-121 (3/08) -9- E109AA

#### **POLICY VALUES**

## **Policy Values**

The Value Of Your Policy If You Stop Paying Premiums

On the cash-in value option date, your policy may have a cash-in value. This value will be equal to:

- the policy's cash value; less
- Any Amount You Owe Us.

The cash-in value option date is the earlier of:

- the date you cash in your policy for its cash-in value; or
- the due date of the last unpaid premium.

Cash values are shown on Page TV.

#### **Cash-In Value Options**

How You May Use Your Cash-In Value

If you stop paying premiums after your policy has a cash-in value, you may choose one of the options below:

- cash in your policy for cash; or
- keep your policy in force as extended term insurance; or
- keep your policy in force as paid-up insurance.

You may choose an option:

- by Telling Us In Writing;
- within 60 days of the cash-in value option date; and
- while the Insured is alive.

If you stop paying premiums before your policy has a cash-in value, it will lapse at the end of the grace period for the unpaid premium.

# Option 1 - Cash

You Cash In Your Policy For Cash

You may cash in your policy to us. We will pay you its cash-in value. You may:

- take this amount in cash; or
- leave it with us under one or more of the payment options as provided in the Payment Options section. Your choice of a payment option must be made when you cash in your policy.

Cashing in your policy will cancel it. We may delay payment of the cash-in value for up to 6 months. If we delay it for 30 days or more, we will pay you interest. It will be at a rate of at least 3% a year on the amount we owe you.

#### **Option 2 - Extended Term Insurance**

You Use Your Cash-In Value To Buy Extended Term Insurance

We will use the cash-in value to keep your policy in force as extended term insurance. The Sum Insured will remain as described on Page PS. Its Sum Payable will be equal to:

- the Sum Insured: less
- Any Amount You Owe Us;

under this policy.

Its term of insurance will start as of the cash-in value option date. This term will continue for the length of time that your policy's cash-in value will buy:

- as a net single premium;
- for the Insured's Age;
- on the cash-in value option date.

You may not choose this option unless the Insured is in the "standard" premium class as of the cash-in value option date. The premium is shown on Page PS. You will not have to pay any more premiums.

E-121 (3/08) -10- E110AA

# **POLICY VALUES (Continued)**

# **Option 3 - Paid-Up Insurance**

You Use Your Cash-In Value To Buy Paid-Up Insurance

We will use the cash-in value to keep your policy in force as paid-up insurance. Its Sum Insured will be that amount which the cash-in value will buy:

- as a net single premium;
- for the Insured's Age;
- on the cash-in value option date.

The Sum Payable of the paid-up insurance will be equal to:

- its Sum Insured; less
- Any Amount You Owe Us under it.

This insurance will start as of the cash-in value option date. You will not have to pay any more premiums. The insurance will remain in force for as long as the Insured lives unless you cash in your policy under option 1.

#### **Riders**

Riders Will Terminate

If you keep your policy in force under option 2 or 3, all riders will end unless they provide otherwise.

# **Automatic Cash-In Value Option**

If You Fail To Choose An Option within the time allowed:

- We will keep your policy in force under option 2 above, if the Insured is in the "standard" premium class; or
- We will keep your policy in force under option 3 above, if the Insured is not in the "standard" premium class.

# Cash-In Of Insurance Under Option 2 Or 3

You May Cash In Your Paid-Up Or Extended Term Insurance

Your insurance under option 2 or 3 has its own cash-in value. On the date you cash it in, this cash-in value is equal to the cash value of the option, less Any Amount You Owe Us under the option.

You may cash it in for this value at any time. If you cash in the option within 30 days after the end of a Policy Year, the cash value of the option will be the same as it was at the end of the Policy Year.

## **Basis Of Values**

How We Determine Your Policy's Values

All policy values are based on:

- the Insured's Age on the Date of Issue;
- an interest rate as shown on Page TV;
- the assumption that death occurs at the end of a Policy Year.

Riders will not affect these values unless they provide otherwise. Cash, paid-up and extended term values are based on the Commissioners' Mortality Table as shown on Page TV.

Cash values are computed by the Standard Nonforfeiture Value Method. Cash values for the first 20 years are shown on Page TV.

The cash values at any time during a Policy Year will be determined in a way consistent with that used to compute the cash value at the end of the Policy Year with allowance for the lapse of time and payment of fractional premiums beyond the last preceding anniversary. All values are equal to those required by the state where your policy is delivered.

E-121 (3/08) -11- E111AA

#### **POLICY LOANS**

# **Policy Loans**

You May Borrow On Your Policy

You may take out a policy loan:

- after you have paid the premiums on your policy for at least one year;
- by Telling Us In Writing; and
- by assigning your policy to us.

Your policy will be the only security needed for this loan. We will not make a loan if your policy is in force as extended term insurance. We may delay making a loan for up to 6 months, except for loans to pay premiums to us.

## **Loan Value**

How Much You Can Borrow On Your Policy

You may borrow up to your policy's loan value. This value will be equal to:

- the policy's Cash Value; less
- interest to the end of the Policy Year on the Cash Value and the cash value of any paid-up additions; less
- any Amount You already Owe Us with interest accrued to the end of the Policy Year; less
- any premium due and unpaid.

#### **Loan Interest**

Interest On The Amount You Owe Us

The interest rate on the amount you owe us is 8%. This interest will be charged daily from the date of your loan. Interest is due and payable at the end of each Policy Year, and on the date your loan is repaid. If any interest is not paid when due it will be added to the Amount You Owe Us, and it will bear interest at the same rate.

# **Loan Repayment**

You Can Pay Back The Amount You Owe Us

You may pay back all or any part of the Amount You Owe Us at any time while your policy is in force, except as extended term insurance. Payment must be received at our home office and while the Insured is alive.

We will subtract Any Amount You still Owe Us from the Sum Insured to determine the Sum Payable or from your policy's Surrender Value if you surrender it.

#### **Termination Of Policy**

Your Policy Will End If The Amount You Owe Us Equals Or Exceeds The Loan Value

The Amount You Owe Us may not equal nor exceed the loan value. If it does, your policy will end 31 days after we have mailed notice to your last known address or to the address of any assignee of record.

# **Automatic Premium Loan Option (APL)**

How To Save Your Policy From Lapsing

We will make a policy loan to you any time you do not pay a premium by the end of its grace period if:

- the premium due is not more than your policy's loan value;
- you choose this option in your application; or later
- by Telling Us In Writing before the end of the grace period; or
- your policy is issued in a state that requires an APL Option.

Any loan we make to you under this option will be a policy loan. Interest on these loans will be charged from the due dates of the unpaid premiums. This option will apply until You send written notice to cancel it to Our home office or until the amount needed to pay the unpaid premium is more than the loan value.

If the amount needed to pay the unpaid premium is more than the policy loan value, We may adjust Your Payment Plan to allow payment of a smaller premium amount. Written request to cancel the Automatic Premium Loan option will not affect any loans made before We record Your request.

E-121 (3/08) -12- E112AA

## **OWNER'S RIGHTS**

# **Owner's Rights**

You Have Valuable Rights Under Your Policy

The owner of this Policy is the person indicated on the application or any subsequent change of ownership form recorded at Our home office. While the Insured is alive, the owner may exercise all the rights of the policy, however, certain choices may limit these rights.

#### **Assignment**

You May Assign Your Policy

You may assign Your policy. To do so You must Tell Us In Writing. We are not responsible for the validity of any Assignment. If You assign Your policy, Your rights and those of any Beneficiary will be subject to the Assignment.

# Beneficiary

The Beneficiary Is Named In The Application

The Beneficiary is the person named in the application or any subsequent change of beneficiary form recorded at Our home office. A beneficiary is either a primary beneficiary or a contingent beneficiary.

**Succession of Interest of Beneficiaries** - Unless otherwise stated in this policy, including any settlement agreement or in a beneficiary designation in effect under this policy, the following provisions apply:

- If no primary beneficiary survives the Insured, then any proceeds are payable to the contingent beneficiary;
- The interest of any surviving primary beneficiary in any proceeds payable is paramount to and exclusive of the interest of any contingent beneficiary;
- All beneficiaries in the same class will share equally;
- Proceeds will be paid to the beneficiaries living at the time of the Insured's death;
- Any proceeds payable after the death of all designated beneficiaries will be paid to: (a) the Owner; or (b) Your successors, transferees or estate.

**Claims Against Beneficiaries** - To the extent allowed by law, no payment of proceeds or interest will be subject to: (a) claims of a beneficiary's creditors; or (b) legal process against a beneficiary.

**Change of Owner or Beneficiary** - You may change the owner or beneficiary, unless irrevocably named, at any time while the Insured is living, by filing at our home office written notice satisfactory to us. When acknowledged in writing by us, the change will take effect on the date notice was signed. We will not be liable for payment made or action taken by Us before notice was acknowledged.

## **Change Of Plan Or Sum Insured**

You May Change The Plan Or The Sum Insured

If We agree, the plan or the Sum Insured, or both, may be changed while the Insured is living, by filing at our home office written notice satisfactory to us.

E-121 (3/08) -13- E113AA

#### THE CONTRACT

#### The Contract

General Provisions Of Your Policy

#### **Entire Contract**

What Makes Up The Entire Contract

The entire contract is made up of this policy, the application, a copy of which is attached to this policy; and all riders which are attached to this policy.

All statements made in the application, except for fraud, are representations and not warranties. We will not use any statements to void this contract nor to deny a claim under it unless such statements are contained in the attached application.

#### Consideration

The Consideration For Your Policy

Your policy is made in consideration of the application, and the payment of the first premium.

#### **Incontestability**

We Will Not Question The Validity Of Your Policy After Two Years

We will not contest your policy after it has been In Force, during the Insured's lifetime, for 2 years from its Date of Issue, except for non-payment of premiums, and any riders providing waiver of premium benefits for disability and/or accidental death benefits.

#### **Suicide Exclusion**

Amount Payable If The Insured Commits Suicide Within The First Two Years

If the Insured commits suicide while sane or insane and within 2 years from the Date of Issue, Our payment will be limited to the amount of premiums You have paid. We will pay this amount to the Beneficiary. Suicide after two years from the Date of Issue will not affect the Sum Payable.

#### Age Or Sex

Sum Payable Will Be Changed If Age Or Sex Not Correct

If the Insured's Age or sex has not been stated correctly, we will change the Sum Payable to what the premium paid would have bought at the right Age and sex. This change will be based on our rates in effect on the Date of Issue.

#### **Modifications**

Only Certain People May Change Your Policy

Only our President or our Secretary may agree to:

- alter your policy;
- waive any of the terms of your policy; or
- extend the time you have to pay a premium.

Any changes must be made in writing.

E-121 (3/08) -14- E114AA



# **ENDOWMENT AT AGE 121 LIFE INSURANCE POLICY**

# **Annual Meeting**

You Are A Member of Our Company and May Vote At Our Annual Meetings.

While your policy is in force, You are a member of Our company. You have the right to vote in person or by proxy at Our annual meetings. The annual meetings are held at Our home office on the third Wednesday of April at three o'clock in the afternoon.

# **Claims and Questions**

To make a claim or ask any questions:

- write to Us at the address above; or
- to Your Boston Mutual agent; or
- call Us at (800) 669-2668.

Please include Your policy number on any written correspondence, or make sure You have Your policy number ready during a call.

Claim forms are also available on our website at www.bostonmutual.com.

We urge You to contact Us if it is suggested that You cancel or replace Your policy.

Please Read Your Policy Carefully.

E-121 (3/08) -15- E115AA

Company Tracking Number: IND-08-002

TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate

Premium

Product Name: Individual Endowment at Age 121

Project Name/Number: GA Endowment at Age 121 Policy/IND-08-002

# **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: IND-08-002

TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate

Premium

Product Name: Individual Endowment at Age 121

Project Name/Number: GA Endowment at Age 121 Policy/IND-08-002

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice 06/12/2008

Comments:

Attached is the signed Arkansas Compliance Certification.

**Attachment:** 

ArkansasCompCert.pdf

**Review Status:** 

Satisfied -Name: Application 06/12/2008

**Comments:** 

The E-121 (3/08) policy included in this filing will be used with two applications previously approved in Arkansas.

Application NB1 6/06 was approved in Arkansas on 05/16/2007.

Application NB1 SD 3/06 was approved in Arkansas on 05/01/2007.

**Review Status:** 

Satisfied -Name: Flesch Score 06/17/2008

**Comments:** 

Attached is the Flesch Score Certification.

**Attachment:** 

E-121 3 08 FleschScore.pdf

**Review Status:** 

Satisfied -Name: Policy Summary 06/17/2008

**Comments:** 

Attached is the Policy Summary.

**Attachment:** 

E-121 3 08 PolicySummary.pdf

**Review Status:** 

Satisfied -Name: Policy Cost and Benefit Summary 06/17/2008

Comments:

SERFF Tracking Number: BSTN-125694183 State: Arkansas

Filing Company: Boston Mutual Life Ins Co State Tracking Number: 39348

Company Tracking Number: IND-08-002

TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate

Premium

Product Name: Individual Endowment at Age 121

Project Name/Number: GA Endowment at Age 121 Policy/IND-08-002

Attached is the Policy Cost and Benefit Summary.

## Attachment:

E-121 3 08 CostBenefitSum.pdf

Company Tracking Number: IND-08-002

TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate

Premium

Product Name: Individual Endowment at Age 121

Project Name/Number: GA Endowment at Age 121 Policy/IND-08-002

**Review Status:** 

Satisfied -Name: Cover Letter 06/18/2008

Comments:

Attached is the Cover Letter, which explains the filing.

**Attachment:** 

E-121 3 08 FilingLetter.pdf



#### ARKANSAS COMPLIANCE CERTIFICATION

## **Individual Life Application**

FORM NUMBER(S): E-121 (3/08) Policy

Having carefully reviewed the above numbered form(s), we hereby certify, to the best of our knowledge, information and ability, that:

- 1. Said form(s) conform in all aspects to the provisions of Arkansas Rule and Regulation 19 as well as all applicable requirements of the Insurance Department of Arkansas;
- 2. Said form(s) contain no provision or provisions previously disapproved or called to our attention by the Insurance Department of Arkansas.

Signed:

Richard J. Miller

Director, Contracts & Compliance

Richard J. Mille

Date: June 18, 2008



I certify to the best of my knowledge and belief that these forms are in compliance with the NAIC Model Act regarding Simplified and Readable Life Insurance Policies.

I also certify that the Flesch scores for the form(s) contained in this submission are as indicated below.

FORM # FLESCH SCORE

E-121 66.7

I also certify that these forms are printed in not less than 10 point type, one point leading.

Richard J. Miller, JD

Director, Contracts & Compliance

Richard J. Mille

Date: May 12, 2008

# **BOSTON MUTUAL LIFE INSURANCE COMPANY**

[120 Royall Street Canton, MA 02021]

#### ENDOWMENT AT AGE 121 LIFE INSURANCE POLICY

#### **POLICY SUMMARY**

This Policy Summary is a brief description of some important features of your policy. This is not the policy itself. Only the actual policy provisions will control.

- 1. Your policy is an Endowment at Age 121 life policy. It gives life insurance protection until the date of maturity shown on the Policy. If the policy is in force and the insured is alive on the Maturity Date, we will pay the Sum Payable to the policy owner.
- 2. We agree to pay a death benefit if the Insured dies while your policy is in force. This benefit may be taken all at once or by using one or more of the payment options described in your policy on Pages 4-8.
- 3. The premium for this policy will remain level as long as the policy is in force or unless You request an increase or decrease in the face amount of the policy.
- 4. You pay the premiums for the length of time shown on Page PS. The Sum Insured, schedule of benefits, initial premiums and the premium class are also shown on Page PS.
- 5. Your policy will develop a cash value which is available to you. You may either use it to pay premiums by taking a Policy Loan or you may take it in cash. Taking the full cash value of your policy as cash will terminate the life insurance coverage.
- 6. Your policy's cash value may also be used as collateral for a loan. You may pay back any amount, including interest which you owe us on this loan. We will deduct any loan amount you still owe us from the Sum payable at the Maturity date, from the death benefit, or from the cash value if you stop paying premiums or cash in the policy. Information about the Policy Loan option is found on page 12 of your policy.
- 7. If you stop paying premiums without requesting termination of the policy, an Automatic Premium Loan may be made against the cash value of Your policy until You begin making premium payments again or until no cash value remains. You may choose this option on your application or later by requesting it. Information about the Automatic Premium Loan option is found on page 12 of Your policy.
- 8. Your policy does not cover death by suicide during the first two years (one year in IA, ND, and WV) of the policy. The policy provides that we will only return the premiums paid in case of suicide during this period.

# PLEASE READ YOUR POLICY CAREFULLY. It has been written in easy to read language and sets forth all of your rights and benefits.

# **Questions**

If you have questions about your coverage or this policy:

- write to Us at the address above; or
- to Your Boston Mutual agent; or
- call Us toll free at [(800) 669-2668].

Please include Your policy number on any written correspondence, or make sure You have Your policy number ready during a call.

#### STATEMENT OF POLICY COST AND BENEFIT INFORMATION

POLICY NUMBER: 690723 ENDOWMENT AT AGE 121

JOHN DOE May 1, 2008	ISSUE AGE:35	CLASS: STANDARD NON-TOBACCO BASE POLICY: \$50,000
DEATH	GUARANTEED	BASE PLAN
BENEFIT	CASH VALUE	PREMIUM
\$50,000	\$0.00	\$554.50
\$50,000	\$0.00	\$554.50
\$50,000	\$154.00	\$554.50
\$50,000	\$568.00	\$554.50
\$50,000	\$999.50	\$554.50
\$50,000	\$3,417.50	\$554.50
\$50,000	\$9,705.00	\$554.50
\$50,000	\$17,837.50	\$554.50
	May 1, 2008  DEATH BENEFIT \$50,000 \$50,000 \$50,000 \$50,000 \$50,000 \$50,000 \$50,000	May 1, 2008  DEATH GUARANTEED BENEFIT CASH VALUE \$50,000 \$0.00 \$50,000 \$0.00 \$50,000 \$154.00 \$50,000 \$568.00 \$50,000 \$999.50 \$50,000 \$3,417.50 \$50,000 \$9,705.00

DEATH BENEFITS ARE PRESENTED AT BEGINNING OF POLICY YEAR, GUARANTEED CASH VALUE AT END OF POLICY YEAR. THE EFFECTIVE POLICY LOAN ANNUAL PERCENT IS 8 PERCENT APPLIED IN ARREARS.

THE INDEXES ARE USED TO COMPARE SIMILAR POLICIES. GENERALLY THE POLICY WITH A SMALLER INDEX NUMBER IS A BETTER BUY. THE NET SURRENDER COST INDEX IS USEFUL WHEN YOU CONSIDER THE LEVEL OF CASH VALUES TO BE OF PRIMARY IMPORTANCE. THE NET PAYMENT INDEX IS USEFUL IF YOUR MAIN CONCERN IS THE BENEFITS THAT ARE TO BE PAID AT YOUR DEATH. YOU SHOULD READ THE BUYERS GUIDE FOR ADDITIONAL INFORMATION. THE ABBREVIATION N/A IS USED WHEN THE APPROPRIATE VALUE IS NOT APPLICABLE. THIS INFORMATION IS FURNISHED WITH YOUR POLICY SO THAT YOU MAY BETTER UNDERSTAND IT.

LIFE INSURANCE INTEREST-ADJUSTED INDEXES (CALCULATED AT 5.00%).

	GUARANTE	ED
NET PAYMENT COST INDEX		
	10	11.09
	20	11.09
NET SURRENDER COST INDEX		
	10	5.91
	20	5.50

FORM **E-121(3/08)** 



Peggy Schwartz, FLMI, ALHC, AIRC Filing Manager

June 19, 2008

RE: NAIC # 61476 – FEIN # 04-1106240

Boston Mutual Life Insurance Company Individual Life Policy and Application Filing

Policy: E-121 (3/08) Company Tracking # IND-08-002

Enclosed for your approval is policy form E-121 (3/08). This policy is a new form and does not replace any existing forms. The policy is an individual life endowment at age 121 product. It will be issued as fully underwritten using previously approved application NB1 6/06 (in the general market) or NB1 SD 3/06 (in the salary deduction/federal market). The NB1 6/06 was approved in Arkansas on 05/16/07 and the NB1 SD 3/06 was approved in Arkansas on 05/101/07.

The policy provides individual ordinary life coverage that matures (endows) at age 121. Both the benefit and the premium remain level for the life of the policy (unless the owner requests a change at a later date). This product is fully underwritten. This is a non-illustrated, non-participating policy. Issues ages are 0 to age 80. Minimum issue amount is \$2,500. It will be marketed through licensed agents and brokers in the general individual life insurance market.

The form does not contain any unusual or controversial items from normal company standards and is in compliance with the laws and regulations of your state. It is written in readable language that meets your minimum Flesch score requirements. A certification of readability is enclosed in this filing.

These forms have been filed concurrently in our state of domicile, Massachusetts.

Please contact me if you need further information.

Sincerely

Peggy Schwartz, FLMI, ALHC, AIRC

ggy Schwarf

(800) 669-2668 Ext 423 Fax: (781) 770-0490

marguerite\_schwartz@bostonmutual.com